

**AMENDMENT NUMBER 3
TO
SOFTWARE CONTRACT DIR-SDD-294
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
SHI-GOVERNMENT SOLUTIONS**

This Amendment Number 3 to Contract Number DIR-SDD-294 is between the Department of Information Resources (“DIR”) and SHI-Government Solutions (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Section 4. Pricing, B. Customer Discount** is hereby amended to include the following text at the end of the Section:

Business Objects will extend an offer of a promotional discount from January 8, 2007 through June 15, 2007 on all purchase orders issued off this contract for Business Objects products. The DIR Go-Direct contractors must be authorized resellers of Business Objects products in order to participate in this promotional offer. Only those products currently listed on this State of Texas Go-Direct Program contract as of January 8, 2007 shall qualify for this promotional discount. The promotional offer provides for the following:

- A twenty-five percent (25%) discount off of the then current Business Objects list price license fees for those Business Objects products listed on the DIR contract as of January 8, 2007.
- Promotional offer period shall be January 8, 2007 through June 15, 2007.
- Purchase orders must be received by Business Objects, from the Business Objects authorized resellers, by June 15, 2007 in order to qualify for the promotional offer.
- Purchase orders received by Business Objects after June 15, 2007 will not be accepted under this promotional offer and shall revert back to the pricing provided to the State of Texas as described and executed within this contract.

2. **Appendix A, Section 9. Vendor Responsibilities, B. Vendor Certifications (v)** is hereby revised and replaced as follows:

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

3. **Appendix A, New Section 9. Vendor Responsibilities, K. Overcharges** is hereby added as follows:

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et

seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

4. **Appendix A, New Section 9. Vendor Responsibilities, L. Prohibited Conduct** is hereby added as follows:

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

5. All other terms and conditions of the Volume Pricing Contract, not specifically modified herein, shall remain in full force and effect. In the event of a conflict among the provisions, the order of precedence shall be this Amendment Number 3, Amendment Number 2, then Amendment Number 1 and then the Contract.

This Amendment is executed to be effective as of the date of last signature.

SHI-Government Solutions

**STATE OF TEXAS acting by and
through the DEPARTMENT OF
INFORMATION RESOURCES**

By: Signature on File

By: Signature on File

Name: Susan Parken

Name: Cindy Reed

Title: Account Executive

Title: Interim Director of Service Delivery

Date: 01/24/07

Date: 01/30/07

Legal: CJK 01/25/07